

NORTHAMPTON COMMUNITY MUSIC CENTER

139 South Street, Northampton, MA 01060 • 413.585.0001 • www.ncmc.net

Building community through music...

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February 7, 2010

Community Preservation Committee
c/o Office of Planning & Development
City Hall, Room 11
City of Northampton
210 Main Street
Northampton, MA 01060

Dear Members of the Community Preservation Committee:

Enclosed please find 11 copies of our proposal for a CPA grant to support the rehabilitation and renovation of the lower level of the historic South Street School Building, home of the Northampton Community Music Center.

If you have any questions, don't hesitate to call me at (413) 585-0001. Thank you for your consideration.

Sincerely,

Jason Trotta
Executive Director

NORTHAMPTON COMMUNITY MUSIC CENTER
139 SOUTH STREET
NORTHAMPTON, MA 01060
(413) 585-0001

Primary Contact:
Jason Trotta, Executive Director
jason@ncmc.net

PROPOSAL FOR COMMUNITY PRESERVATION ACT GRANT
HISTORIC PRESERVATION
ROUND 1 - 2010

Renovations to Lower Level of
Historic South Street School Building



COMMUNITY PRESERVATION PROJECT APPLICATION COVER SHEET

I: Project Information

Project Title:

Renovations To Lower Level

Project Summary:

Northampton Community Music Center currently leases the historic South Street School building from the City of Northampton, and has completed renovations to two of the three occupiable floors of the building, for which it received an award from the Northampton Historical Commission in 1999. The Center would now like to request CPA funding for renovation of the lower level of the building.

Estimated start date: 8/1/2010 Estimated completion date: 8/1/2012

CPA Program Area (check all that apply):

Open Space

Community Housing

Historic Preservation

Recreation

II: Applicant/Developer Information

Contact Person and or/primary applicant: Jason Trotta, Executive Director

Organization (if applicable): Northampton Community Music Center

Mailing Address: 139 South Street, Northampton, MA 01060

Daytime phone #: 413-585-0001

Fax #: 413-585-9222

E-mail address: jason@ncmc.net

III: Budget Summary

Total budget for project: \$282,760

CPA funding request: \$150,000 – paid out as \$75,000 per year over two years

CPA request as percentage of total budget: 53%

Applicant's Signature: _____

Date Submitted: _____

**Northampton Community Music Center
139 South Street
Northampton, MA 01060
(413) 585-0001**

**CPA Funding Project Application, February 2010
Renovations to Lower Level**

Objective

The Northampton Community Music Center (NCMC) is requesting CPA funding toward the rehabilitation and renovation of the lower level of the historic South Street School Building it occupies at 139 South Street. Phase I will focus on the rehabilitation of the lower level to safe, secure, and code-compliant space. Phase II will focus on the division and finishing of the rehabilitated space. The goal is to complete the project within a 24-month period between August 2010 and August 2012.

Phase I:

- site preparation and demolition work
- removal of outdated rest room fixtures
- repairs to floors, ceilings, walls, doors and windows
- reinforcement and/or replacement of load-bearing posts and joints
- removal of mold, if discovered
- installation of basic lighting
- correction of mechanical, electrical and plumbing deficiencies
- installation of insulation materials to ensure proper air quality and mold prevention

Phase II:

- installation of interior partitions, doors, and carpeting
- installation of interior insulation and acoustical treatments
- paint and finish interior walls
- installation of new mechanical, electrical and bath accessories

For full details, please refer to the itemized project budgets in the Wright Builders proposal.

Upon completion of this project, NCMC will have reinforced the safety and structural integrity of the building, while also allowing approximately 4,000 square feet of additional space to be utilized for educational programming, which will benefit both the organization and the greater Northampton community, while also honoring the original intention of the building.

Budget

Phase I	\$109,680
Phase II	\$173,080
<hr/>	
Total	\$282,760.

For full breakdown of expenses, please refer to the itemized project budgets in the Wright Builders proposal.

History of NCMC

NCMC, founded in 1986, is a 501c3 not-for-profit organization that provides affordable and accessible music education and activities to the greater Northampton community. NCMC now serves more than 700 students annually and provides employment for more than 50 local artists and teachers. Despite the difficult economy of recent years, NCMC is a fiscally healthy organization thanks to a growing enrollment and generous support from the local community. NCMC is proud to offer a scholarship program for students who would otherwise be unable to afford a music education. Approximately one out of every seven students benefit from this program, and to date, no qualifying student has ever been denied aid. NCMC also provides unique music programs for children with Autism Spectrum Disorder, nursing home residents with Alzheimer's disease, and teen mothers from the Care Center of Holyoke.

NCMC's annual Springfest celebration, which brings hundreds of students downtown to perform for the pedestrian public, was specifically cited as one of the reasons Northampton was rated "#1 Small Arts Town in America" in renowned travel author John Villani's book, *The 100 Best Small Arts Towns In America*. NCMC was also presented with the Distinguished Cultural Institute Award from the Commonwealth of Massachusetts in 2002.

NCMC first moved into the South Street School Building in 1998. The building was in considerable disrepair from years of neglect, but a two-phase capital campaign, a bank loan, and a lease agreement with the City of Northampton allowed NCMC to renovate the first and second floors of the building so that it could once again become usable teaching space. In 1999, the Northampton Historical Commission added the building to its historic registry and presented a Historical Preservation Award to NCMC, the plaque for which hangs proudly outside NCMC's front door (photo enclosed). In 2009, the same year NCMC rebuilt the parking lot and its adjacent retaining wall, it signed a new lease with the City of Northampton through June 30, 2033.

History of South Street School Building

The South Street School Building was originally erected in 1891 and served as one of Northampton's primary elementary schools until closing its doors in 1990.

The lower level which NCMC now seeks to rehabilitate housed two large bathrooms (one for boys, one for girls), a large common room where students were served lunch, and a boiler room with two large storage rooms attached. Both bathrooms (including all of the original plumbing fixtures) were deemed unusable when NCMC moved into the building, so new rest rooms were installed on the first and second floors. The lower level bathrooms still contain some of the original hardware, including stalls and urinals, while some of the old plumbing fixtures have been either removed or capped off. The floors, ceilings, and walls are cracked and crumbling, and broken windows have been boarded up. The large middle room is where NCMC installed its new heating/AC system in 1998. The lower level has been used by NCMC only for storage, as it is not up to code, nor usable in its current state for any other purpose.

It is important to note that NCMC has already installed a code-compliant, handicapped-accessible lift that accesses the lower level.

Intended Use of Newly Rehabilitated Space

- Two new rest rooms will replace the old, dilapidated rest rooms that are no longer functional or up to code

- A second multi-purpose recital room will be used for small student performances, group classes, and choral work
- A state-of-the-art recording studio with attached technology lab will be used to teach students computer-based music composition, production, and recording techniques
- A digital piano lab will house a network of keyboards for teaching affordable group piano programs and theory classes
- An additional multi-purpose teaching studio will double as a Listening & Learning Library, housing sheet music, reference books, and a computer with headphones for listening to recordings
- Several much-needed storage closets, to house musical instruments, sound equipment, and administrative files

How This Project Meets the Criteria and Goals of the Community Preservation Act

- The South Street School Building is a historic building, on the registry of the Northampton Historical Commission.
- The South Street School Building was built for educational purposes, and nearly 120 years later, is still being used for educational purposes.
- Phase I of this project speaks to the CPA's intention to support the reinforcement of the stability, safety, and structural integrity of historic buildings by removing old, dilapidated materials and replacing them with safe, durable and functional materials.
- Phase II of this project speaks to the CPA's intention to support restoration that will assist in providing new and valuable services to the community. This newly restored space, once partitioned as designed, will allow NCMC to introduce educational programming not currently offered in our community.
- Through revenue generated by its educational and fund raising activities, NCMC has already demonstrated that it can meet the regular expense of operating its facility. The rehabilitation of the lower level will allow NCMC to provide additional programming, which will in turn generate additional revenue to help sustain the condition of the property.
- The proposed renovations will not at all compromise the aesthetics of the building, and will in fact compliment them.

Timeline

April 2010: Secure funds from Community Preservation Committee for Phase I
 August 2010: Wright Builders begins Phase I work
 September 2010: NCMC initiates campaign to solicit funds for Phase II
 April 2011: Wright Builders completes Phase I work
 August 2011: Wright Builders begins Phase II work
 August 2012: Wright Builders completes Phase II work
 September 2012: Celebration to unveil newly renovated lower level

Funding the Project

NCMC is asking the Community Preservation Committee to contribute \$150,000 – paid out as \$75,000 per year over two years – which is 53% of the cost of the project.

NCMC intends to raise the balance of the funds needed to complete the project from foundations that have funded past NCMC endeavors (including previous renovations to the South Street School Building which totaled over \$600,000). Potential supporters include, but are not limited to:

- Xeric Foundation
- Kittredge Foundation
- Frank Stanley Beveridge Foundation
- Community Foundation of Western Massachusetts
- Chapman Foundation
- Frances R. Dewing Foundation
- Posnick Family Foundation
- Ramsey McClusky Foundation
- Amelia Peabody Foundation
- Bessie Pappas Charitable Foundation
- Bank of America Foundation
- Charlotte Y. Martin Foundation
- Ronald McDonald House Charities

NCMC will also request special one-time gifts from local businesses and individuals who regularly support NCMC.

Evaluating the Success of the Project

Our goal is to complete the project by August of 2012, and invite the community to come see the refinished space at a celebratory event shortly thereafter. The success of the project will be measured by the feedback given by students and visitors of NCMC, as well as by the increase in enrollment and response to new program offerings made possible by the project.

WRIGHT BUILDERS

I N C O R P O R A T E D

48 BATES STREET
NORTHAMPTON, MASSACHUSETTS 01060

February 4, 2010

Jason Trotta
Executive Director
Northampton Community Music Center
139 South Street
Northampton, MA 01060

Building Preservation – Lower Level Repairs

Dear Jason:

Thank you for your confidence in Wright Builders and for the opportunity to work together and be of assistance.

*Our quote is based on the scope of work outlined below, and has been developed in direct and detailed response to the criteria suggested by the CPC. This is not a construction phase – there is additional work, such as electrical installation and other finishes, that would need to be provided by the Center in order to accomplish this phase of the work from a construction standpoint. The work outlined below is the scope that **Qualifies for the historic preservation.***

This phase of the work can be accomplished, if necessary, in two successive years, roughly dividing the financial exposure 50/50.

The Scope of the Project: The scope of the work is as outlined in the plans and specifications provided and dated

Outline Scope Lower Level Preservation Work

Demolition: Remove of all obsolete exposed piping, fixtures, abandoned wiring and similar items. Remove plaster lath from all locations, including ceiling, down to the framing. Remove all old plumbing fixtures and cap. Repair floor and wall framing as needed.

Mold and mildew abatement and sealing as required.

Secure structural integrity of existing concrete floor by infill and patch and by installing a new floor atop existing comprised of 2" high strength concrete slab, tapers to existing stairwells.

Masonry repairs and modifications per plan.

Structural repair via removal and replacement of metal columns that obstructs southern exit.



Update building envelope via repair and code upgrade using metal studs, insulation, and drywall finish at exterior walls. Insulate foundation walls with spray applied closed cell foam. Continue insulation up into band joist and all areas requiring exterior air sealing.

Remove and replace existing broken, blocked and/or infilled windows. Install new tempered glass windows at available openings in east & west elevations per plan.

Install new heating (without a/c, a/c ready) and ventilation. Provide gas warm air heating for minimal operation to protect from freezing.

Correct plumbing deficiencies for new required toilets. Install new cast iron waste and copper water piping under new and repaired floor for fixtures, slop sink in janitor's closet as shown on plan capped and ready for fixtures.

Correction of electrical deficiencies. Install basic lighting.

Costs: Costs for the project are as shown on the attached estimate summary and Wright Builders, Inc. makes substantial efforts to secure and hold pricing on all aspects of the work. Volatile items such as, but not limited to, wire, copper piping, plastic products, oil based products and lumber are beyond the control of Wright Builders, Inc. and the customer agrees to pay for incremental cost changes that exceed those unit costs contained within the quoted package, by change order, should such conditions arise.

Optional Work: Options for material or costs savings, if applicable, are included in a separate *Options Summary* page. They may be selected at time of original contract, and will then be incorporated as a Change Order.

Site Work conditions: All costs presented for site work items are estimates assuming conditions are as they appear on documents provided and ascertained during site inspection. Any site conditions that occur that require alteration of site plans, site engineering, septic engineering, scope of construction work or related work will result in cost changes to the owner.

Unforeseen Conditions: Reasonable care is taken by us to inspect field conditions and existing building conditions to determine the scope of the work. The repair of concealed damage, concealed code non-compliant conditions, and other similar concealed circumstances are not part of the scope of the project and subject to additional costs.

Site Services: Temporary power usage and all electricity used on site, temporary heat fuel, fuel for heating system once installed, water and sewer consumption charges, and snow removal are the owner's responsibilities; the costs for these items will be paid directly by the owner or added to the contract through change order.

Waste Disposal: Waste disposal costs and methods are in the process of changing. Independent owner haulers recycle approximately 85% of the waste stream by weight. We have assumed, for our pricing purposes, that mixed waste can be disposed of in containers or by our truck in local facilities at a cost not to exceed \$70.00 per ton. Costs in excess of this amount per ton, or procedures that require additional labor or services, will be added to the cost of the

project.

Changes to the Work. The scope of the work can be altered on request through a change order, which is typically priced and approved prior to the execution of the work. If job conditions should necessitate additional work authorized by you, such as concealed water or insect damage, on a "T&M" (time and material) basis, these items will be handled at cost plus 15% plus a project management charge. Further, allowances are generally line items in the Estimate Summary and include a mark-up for overhead. Actual costs, plus 15% and a project management charge will be used to adjust allowances as work is completed.

Job Management: a Project Manager and a foreman will be working on your project, with various duties as outlined elsewhere in these documents. Effective project management requires substantial regular time being made available to discuss and facilitate job progress, during regular working hours. Email and other forms of communications are much appreciated, but meeting times are important for orderly job progress.

Billing and Payment. All bills are prepared monthly for all work completed, stored, in process, and deposits required, *net seven business days, no retainage*. Billings are estimated as of approximately the 25th of the month, projecting to the end of the month. *Timely payment is expected and required.*

Late Payment: Balances over 30 days, 1-1/2% interest per month, due in arrears at 30 days past billing date.

Expiration of Proposal: Because of volatile materials costs, quotations are firm for only 10 days. It may well be that prices are secure beyond that period, but it is best to check with us. Please review all documents carefully and advise us of any lack of clarity. Since errors do occasionally occur, we cannot be responsible for clerical oversights.

Enclosures: The accompanying materials, enumerated below under "enclosures", are part of this proposal and also contain information that Wright Builders is obliged to provide. Please review the attached Customer Information and Project Organization.

Ordering the work. Please call us with your questions, changes, and further instructions; at the appropriate time, you may indicate your acceptance by signing, dating and returning a copy of these documents to us. At this time please select any items from the list of options so that we may incorporate these into the job documents for streamlined communication to suppliers, contractors, and our own staff.

Deposit Required. Please provide us with the balance of a *20% deposit*, which will be credited against the first month's billing.

Start of Work. At this time, construction could begin approximately summer 2010.

Schedule: We will provide you with additional schedule information at the start of the job to keep you informed in a general way. The prepared schedule will show the approximate time

frames and the general order of the work, and is subject to ongoing modifications and adjustments due to site conditions, weather, and product and subcontractor availability.

Completion: The project will take approximately 6 weeks to reach substantial completion, all subject to prior commitments at time of order. This work is undertaken without penalty for failure to complete on the designated schedule. Substantial completion is defined as all work sufficient for temporary certificate of occupancy, and all systems operational. Toward the close of the project, a list of final work to be performed will be prepared by us and approved by you, on completion of which final payment is due and payable. Incomplete items on this list will have a reasonable cost amount attached to them, due and payable at these items are completed. Other items that may arise are service items and will be attended to promptly under our warranty.

Job Site Identification: In order to facilitate deliveries, and because we are proud of our work, we will place a modest directional identification sign near the road access to this project.

Insurance: It is the owner's responsibility to insure the property and all materials or items delivered to the site, and to reimburse any deductible in the case of loss. Any products furnished to the site belong to the owner of the site, effective at the time of delivery, and should be insured accordingly by the owner. Owner should keep all property coverage in force for the full value of work in site. Wright Builders provides Liability, Workers Compensation, and Completed Operations insurance.

It is expressly the owner's responsibility to secure and protect all belongings and possessions on site, to remove such from the work area to a secure location, and to keep in force such insurances as may be appropriate. Wright Builders Inc is not responsible for ensuring the safety of owner's possessions left on site.

Arbitration: All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claims, dispute or other matter in question would be barred by the applicable statute of limitations.

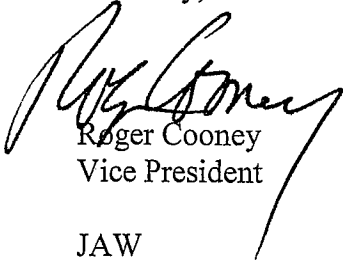
The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Unless otherwise agreed in writing, Contractor shall at his option be entitled to continue the Work and Owner shall continue to make payments in accordance with this Agreement.

Warranty: Wright Builders provides a Limited Warranty against defects in materials and workmanship for a period of one year from date of certificate of occupancy, or owner's beneficial use, whichever comes first. Normal usage, wear and tear, shrinkage of materials, and changes in materials within trade tolerances are specifically excluded. It is, of course, the owner's responsibility to undertake proper maintenance, and to promptly advise the Builder of any items requiring attention.

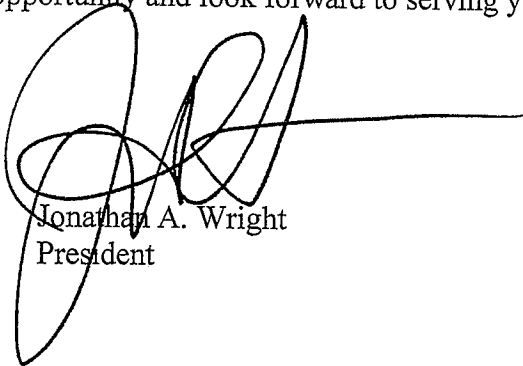
We thank you very much for this opportunity and look forward to serving you.

Sincerely,



Roger Cooney
Vice President

JAW



Jonathan A. Wright
President

Home Improvement Contractor Registration number: 101536

Federal Tax I.D. number: 04-2541115

Mass. Employer Identification number: 09-57200-0

Enclosures:

- 1 Proposal Package
- Proposal Letter with Terms
- Signature Copy
- Sample Insurance Certificate
- Customer Information
- Project Organization
- Estimate Summary
- Options Summary
- Catalog Cuts and Product Literature
- Plans and Sketches

Accepted:

Do not sign this agreement if there are blank spaces in this contract form.

Owner

Date

Owner

Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2009PRODUCER (413)586-0111 FAX (413)586-6481
Webber & Grinnell Ins. Agency, Inc.
8 North King Street
Northampton, MA 01060THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED Wright Builders Inc
48 Bates Street
Northampton, MA 01060

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Peerless Insurance

INSURER B: Regional Excess Underwriters

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Add'l Insu GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	CBP8616138	03/01/2009	03/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000		
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8615140	03/01/2009	03/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
			A	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CU8618241	03/01/2009	03/01/2010
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		WC8612741	03/01/2009	03/01/2010	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	B	OTHER Pollution		ECC7000291	10/12/2008	10/12/2009	\$1,000,000 Occurrence \$2,000,000 Aggregate \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jenna Rodrigue, CISR/JER

Wright Builders Inc.

PROJECT ORGANIZATION

1. Your Project Manager (PM) is in charge of all aspects of the job, including purchasing, overall scheduling and billing. He is your primary contact, and may be reached at our office during some portion of normal business hours (7:00-5:00), or via mobile telephone. If an actual emergency occurs you should call the home phone number of the Project Manager or Foreman. Their home phone number may be obtained via our voice mail system if you were not given it.
2. Your Foreman, consulting with the Project Manager, prepares a schedule. It is provided as a working tool, to help you be informed about the planning process. It does not typically provide date specific information many weeks in advance. Specific dates, where needed, should be confirmed with the Foreman.
3. All ongoing day-to-day coordination of the project is the responsibility of our Foreman. This includes minor refinement of details and such items. The Project Manager needs to be involved in all matters relating to materials or equipment selection, and items that will affect delivery or cost, and design changes of any kind.
4. Your Foreman is a Massachusetts Licensed Construction Supervisor and is in charge of all on-job coordination and activities. From time to time, he/she may leave another trades person in charge, since many projects do not require or allow full time supervision. Please keep in touch with your Foreman about any specific on-job requests via messages on our phone system.
5. Weekly or biweekly project meetings with all parties are strongly recommended they be held during business hours. Jonathan Wright does not generally attend these meetings, but can be available for assistance and consultation as needed. At this time, the agenda typically is:
 - A. Selections required
 - B. Job Progress
 - C. Schedule
 - D. Change Order Pricing
 - E. Timing for "by owner" items
 - F. Other concerns
6. Hours of work are generally 7 – 3:30. Lunch is ½ hour unpaid. There are 2 paid breaks per day. As the customer or homeowner, this information is provided only for your reference, and does not require any action or supervision. However, there are staff in the office until 5pm who may be able to assist you.

7. Smoking by carpenters and subcontractors is not permitted inside the building once it is enclosed.
8. Although cell phones and radio contact predominate, the owner's telephone may occasionally be used to make and receive business calls for the project, some of which may be long distance. These charges are part of the cost of the project to be borne by the owner. The owner's assistance in receiving calls will contribute to job progress.
9. When our staff needs to leave the job for a more extensive period, they will secure the building. In general, the building will be unlocked during the day if work is in progress. Typically, a combination lock box with a copy of your key is maintained on site.
10. Some work in progress is adversely affected by heat, cold and precipitation. We appreciate your patience. Our schedule and coordination of individual trades is driven in part by the subcontractors scheduling requirements, so that there may be are gaps between the work in different trades.
11. A portable toilet is generally furnished on all projects.

Wright Builders, Inc.

Important Customer Information

This information is a part of the construction agreement

Owner Supplied Items:

- ◆ An item supplied by owner and for which Wright Builders has installation responsibility present particular challenges. It is vital that all such items of equipment be selected early, reserved with the vendor and that complete data is provided to us. We expect that the items will be delivered, checked, unpacked and assembled by the vendor or owner. Wright Builders' staff is not authorized to sign or accept owner merchandise. We are not responsible for breakage and/or damage to these items if this occurs during the fulfillment of our responsibilities with reasonable care.

Job and Personal Safety:

- ◆ We typically keep a medical kit on the job, as well as a fire extinguisher. Please advise the Foreman of the location of your extinguisher as well.
- ◆ Owner and guests should use extreme caution when entering the work site. Some work areas require hard hats, or may be hazardous. Please be careful – and keep children away.
- ◆ Renovation work will be noisy, disruptive and at times, dusty and dirty. We will provide reasonable dust protection and undertake other measures, but those with sensitivity to chemicals; dust or other by-products of the construction process should take proper precautions. If extensive floor finishing is involved, it may be necessary and wise to vacate the premises for a few days while the finishes cure.

Electrical:

- ◆ Provision of service to adequate electrical power by the owner is necessary, at owner's expense.

Subcontractors:

- ◆ Please do not order extra work with our subcontractors or other trades concurrent with our work, ~~but outside of the project,~~ while the project in process without first checking this through with the Project Manager. Similarly, do not affirm changes to the work that may have cost implications without involving our staff, so we can help control costs.

Communications:

- ◆ Be sure your Project Manager and Foreman know how to reach you, during the day, on weekends, and while you are on vacation, in case of emergency – phone numbers and fire/police numbers are necessary as well.
- ◆ If there is an emergency during evening hours or a weekend, you should contact your Project Manager and/or Foreman. Their home phone number may be obtained via our voice mail system if you do not already have them have the numbers handy.

Snow Removal:

- ◆ Snow removal from road and site is the owner's responsibility. Our workers will remove snow from the building.

Animals:

- ◆ Owner/s should arrange pet activities so animals are away from the work area or contained in a secure enclosure. We cannot be responsible for containing or managing pet safety.

Gratuity

- ◆ No tipping is permitted. Your expressions of appreciation are welcome and encouraged, as are refreshments, if convenient.

Size Perception

- ◆ During construction the building will change in perceived size both suddenly and gradually. It will seem very small outdoors, initially, because of the relative scale of the great outdoors. It will become progressively smaller up though drywall and then jump back to "actual" size when the first coat of paint goes on. It's natural for the size to feel strange! Don't panic!

Up to date Insurance

- ◆ Do you have your insurance up to date, including the value of the work planned? We strongly suggest you do this upon contract signing to insure all aspects of the work will be covered.

Temporary Arrangements

- ◆ Please make sure about your temporary housing arrangements, the pets, the plants, temporary security etc?

Securely Store Personal Belongings

Please put all valuables away and secured. Always be extra cautious and remove all personal belongings from the work area and the adjacent areas to avoid damage. We are not responsible for moving furniture and removing artwork, mirrors, china, etc

Check and maintain Equipment and Appliances

- ◆ Construction work requires electrical power, and it is important for the owner to check all existing equipment regularly in case a circuit being altered contains sensitive items like a freezer or computer. Please make sure such items and appliances are running appropriately throughout the job. We are not responsible for lost data or defrosted food!

Weathertightness

- ◆ Addition and remodeling conditions make it possible that some water will enter the building in places during construction. This is not unusual, and it is our responsibility to correct the situation, and make any repairs.

Be Proactive on Health Issues

While we will make every reasonable effort to contain construction dust, be aware that disruption of the building and other related work will stir up dust. The owner and occupants should take prudent cautious measures regarding allergies and dust, up to and including vacating for periods of time, as necessitated by health conditions.

Construction standards

- ◆ The building process is comprised of dissimilar materials being put together under difficult conditions by human beings! Of course, we are doing construction work, not building a Swiss watch! We ask your patience with this process that involves many different skills. These systems are not by nature perfect, and each trade has technical standards on which we can rely for quality.

Owner/Principal check - in

- ◆ Jonathan Wright checks in on the projects periodically. If you have questions or would like input from him please contact your project manager or Joyce Paige to arrange, or leave him a message directly at 586-88287 x 11.

Wright Builders, Inc.
48 Bates Street
Northampton, MA 01060

Project name	NCMC 139 South Street Northampton MA 01060 Hampshire
Estimator	Roger Cooney
Labor rate table	res2009-2
Job size	4270 sqft
Duration	6 wks
Bid date	2/4/2010 5:00 PM
Notes	Lower Level Preservation Phase 1
Report format	Sorted by 'Group phase/Phase' 'Phase' summary Allocate addons

Group	Phase	Description	Labor Amount	Material Amount	Sub Amount	Design Amount	Other Amount	Total Amount
1000		GEN CONDITIONS						
	1102	Drafting and Design					8,376	8,376
	1200	Non Materials					719	719
	1201	Bld Permits/Fee/Services					955	955
	1203	Temporary Services	105	24			263	392
	1210	Debris Removal & Clean Up	894		296		2,037	3,227
		GEN CONDITIONS	999	24	296		12,349	13,668
2000		SITEWORK / DEMO						
	2002	Site Demolition			12,205			12,205
	2010	Demolition/General Labor	6,308	122			30	6,459
	2100	Site Preparation			2,963			2,963
		SITEWORK / DEMO	6,308	122	15,168		30	21,627
3000		CONCRETE						
	3300	Cast-in-Place Concrete			12,087			12,087
	3800	Concrete Cutting			7,702			7,702
		CONCRETE			19,789			19,789
4000		MASONRY						
	4300	Masonry Allowance			2,963			2,963
		MASONRY			2,963			2,963
5000		STEEL						
	5100	Structural Steel Sub Allowance			5,925			5,925
		STEEL			5,925			5,925
6000		WOOD & PLASTICS						
	6001	Carp Labor Sub			5,901			5,901
	6002	Carpentry Labor	1,157					1,157
	6003	Layout, Plan & Supervise	5,151					5,151
	6010	Material Package	145	1,257				1,402
	6109	Plates		206				206
	6118	Metal Studs		620				620
	6188	Blocking		73				73
	6820	Nails and Screws		164				164
		WOOD & PLASTICS	6,452	2,320	5,901			14,674
7000		THERMAL-MOIST PR						
	7180	Vapor Barrier	289	148				437
	7200	Insulation	58	44	6,049			6,151
	7206	Duct Insulation	58	24				82
	7215	Board Insulation		74				74
	7900	Caulk and Adhesive	265	102				366
		THERMAL-MOIST PR	670	392	6,049			7,111
8000		DOORS, WINDOW & HARDWARE						
	8600	Window Allowances		2,048				2,048
		DOORS, WINDOW & HARDWARE		2,048				2,048
9000		FINISHES						
	9200	Drywall			4,148			4,148
		FINISHES			4,148			4,148
15000		MECHANICAL						
	15400	Plumbing			4,313			4,313
	15500	Heating (Air Conditioning Ready)			9,267			9,267
		MECHANICAL			13,580			13,580
16000		ELECTRICAL						
	16100	Basic Electrical			4,148			4,148

Group	Phase	Description	Labor Amount	Material Amount	Sub Amount	Design Amount	Other Amount	Total Amount
		ELECTRICAL			4,148			4,148

Estimate Totals

Description	Amount	Totals
Labor	14,429	
Material	4,905	
Subcontract	77,967	
Equipment		
Other	<u>12,379</u>	
	109,680	109,680
Sales Tax		
Total		109,680

Wright Builders, Inc.
48 Bates Street
Northampton, MA 01060

Project name	NCMC 139 South Street Northampton MA 01060 Hampshire
Estimator	Roger Cooney
Labor rate table	res2009-2
Job size	4270 sqft
Duration	16 wks
Bid date	2/4/2010 5:00 PM
Notes	Lower Level Buildout Phase 2
Report format	Sorted by 'Group phase/Phase' 'Phase' summary Allocate addons

Group	Phase	Description	Labor Amount	Material Amount	Sub Amount	Design Amount	Other Amount	Total Amount
1000		GEN CONDITIONS						
	1102	Drafting and Design					9,685	9,685
	1200	Non Materials					707	707
	1201	Bld Permits/Fee/Services					1,310	1,310
	1203	Temporary Services	105	24			534	663
	1210	Debris Removal & Clean Up	894		664		2,070	3,628
		GEN CONDITIONS	999	24	664		14,307	15,994
2000		SITWORK / DEMO						
	2010	Demolition/General Labor	4,414	122			30	4,565
	2120	Landscaping Allowance			1,185			1,185
		SITWORK / DEMO	4,414	122	1,185		30	5,750
3000		CONCRETE						
	3300	Seal & Finish Concrete Floor			2,963			2,963
	3800	Concrete Cutting			593			593
		CONCRETE			3,555			3,555
6000		WOOD & PLASTICS						
	6001	Carp Labor Sub			8,556			8,556
	6002	Carpentry Labor	3,703					3,703
	6003	Layout, Plan & Supervise	15,452					15,452
	6010	Material Package	159	1,283				1,442
	6109	Plates	377	216				592
	6118	Metal Studs	900	672				1,572
	6188	Blocking	377	74				451
	6535	Window Stools		35				35
	6537	Apron At Stool		15				15
	6600	Casing		61				61
	6613	Jamb		139				139
	6641	Wood Base	310	124				434
	6651	Chair Rail		492				492
	6820	Nails and Screws	154	215				369
		WOOD & PLASTICS	21,432	3,326	8,556			33,313
7000		THERMAL-MOIST PR						
	7200	Insulation	58	44	8,793			8,895
	7206	Duct Insulation	58	24				82
	7215	Board Insulation	36	43				79
	7890	Bath Vents	116	71				187
	7900	Caulk and Adhesive	408	96				504
		THERMAL-MOIST PR	676	278	8,793			9,747
8000		DOORS, WINDOW & HARDWARE						
	8125	Interior Doors & Hardware		14,552				14,552
	8600	Window Allowances		2,370				2,370
		DOORS, WINDOW & HARDWARE		16,922				16,922
9000		FINISHES						
	9200	Drywall			24,293			24,293
	9300	Vinyl Tile			2,074			2,074
	9500	Acoustical Walls & Ceilings			14,769			14,769
	9680	Carpet			10,494			10,494
	9900	Painting			6,636			6,636
		FINISHES			58,265			58,265
10000		SPECL CONDITIONS						
	10804	American Specialties Inc.	87	68				155
	10805	Bobrick Bath Accessories	77	201				279
	10806	Kohler Bath Accessories	58	356				414
	10812	Mirror	116	327				443
		SPECL CONDITIONS	338	952				1,289
15000		MECHANICAL						

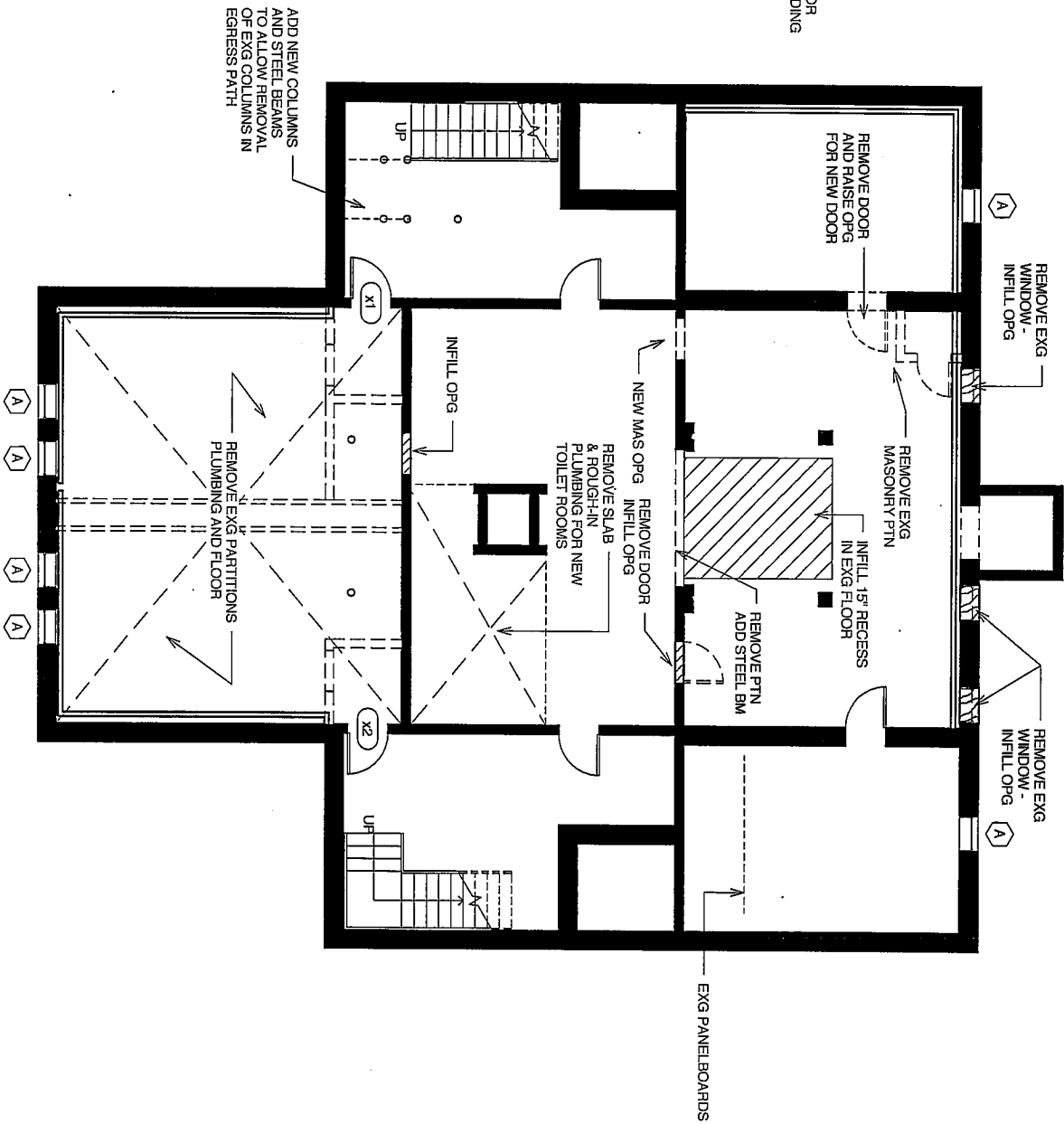
Group	Phase	Description	Labor Amount	Material Amount	Sub Amount	Design Amount	Other Amount	Total Amount
	15400	Plumbing			2,323			2,323
	15500	Heating/Air Conditioning			9,776			9,776
		MECHANICAL			12,099			12,099
16000		ELECTRICAL						
	16100	Basic Electrical			16,146			16,146
		ELECTRICAL			16,146			16,146

Estimate Totals

Description	Amount	Totals
Labor	27,858	
Material	21,623	
Subcontract	109,262	
Equipment		
Other	<u>14,337</u>	
	173,080	173,080
Sales Tax		
Total		173,080

Phase I

- PRE-DEVELOPMENT SCOPE NOTES:
1. REPLACE EXISTING WINDOWS WITH NEW FIXED SASH WITH TEMPERED GLASS. RE-INSTALL MESH SECURITY SCREENS AT WINDOWS FACING PARKING.
 2. FRAME EXTERIOR WALLS WITH 2 1/2" METAL STUDS AND INSULATE WALLS WITH MINIMUM R-11 CYMENE FOAM.
 3. REMOVE OBSOLETE PIPING, PLUMBING FIXTURES & FLOOR DRAINS FROM EXISTING BATHROOMS AND FUTURE RECORDING STUDIO.
 4. MAKE SAFE ALL ABANDONED UTILITIES.



ARCHIMETRICS
DESIGN STUDIO
180 STRONG STREET
AMHERST, MA 01002
PETER LAPOINTE, ARCHITECT
PH 548-9955 FAX 253-7825

NCMC Improvements

Proposed Lower Level

Lower Level Pre-Development Plan

Date Nov 16, 2009

Drawn by pel

Scale 1/8" = 1'-0"

A1.1

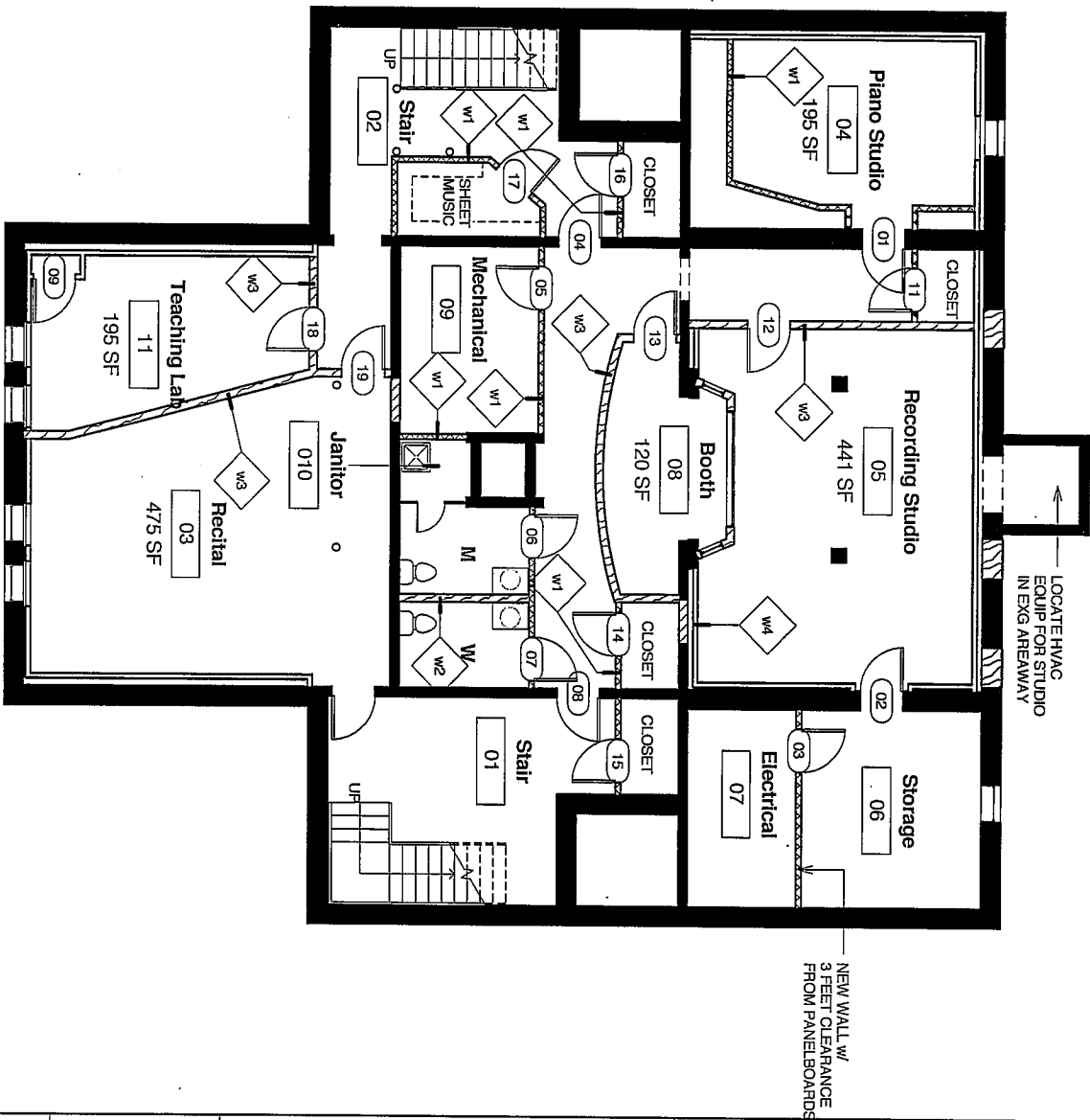
Project No.

09112

Phase II

DEVELOPMENT SCORE NOTES:

1. ALL NEW DOORS 3'-0"x6'-8" FLUSH DOORS. DOORS 01, 02, 04 & 08 ARE NEW DOORS IN EXISTING OPENINGS.
2. WALL TYPE -W1: 3 5/8" METAL STUD WITH 5/8" TYPE-X EA SIDE.
3. WALL TYPE -W2: 5 1/2" METAL STUD WITH 5/8" GYP EA SIDE.
3. WALL TYPE -W3: 5 1/2" METAL STUD W/ 6" BATTS & TWO LAYERS 5/8" GYP EA SIDE.
4. WALL TYPE -W4: 2 1/2" METAL STUD W/ 4" BATTS & 5/8" GYP ONE SIDE.
5. PROVIDE ACOUSTIC CEILINGS IN ALL CORRIDORS AND HALLWAYS.
6. BLOW-IN CAVITY INSULATION TO FLOORS ABOVE IN ALL PROGRAM SPACES.



ARCHIMETRICS
DESIGN STUDIO
180 STRONG STREET
AMHERST, MA 01002
PETER LAPOINTE, ARCHITECT
PH 545-9555 FAX 253-7825

NCMC Improvements

Proposed Lower Level

Lower Level Development Plan

Date Nov 16, 2009

Drawn by pel

Scale 1/8" = 1'-0"

A1.2

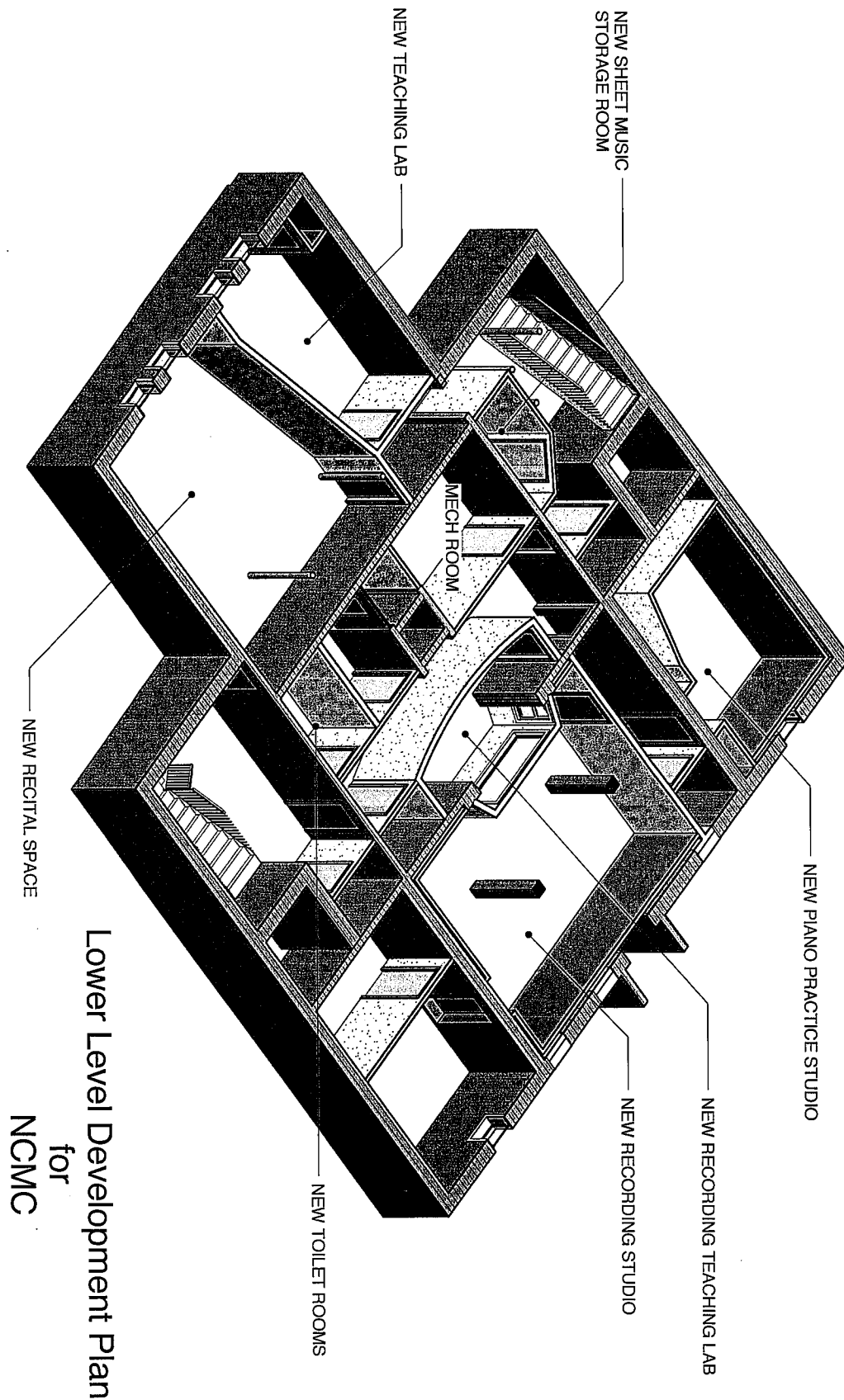
Project No.

09112

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Lower Level Development Plan
for
NCMC



ARCHIMETRICS
DESIGN STUDIO
180 STRONG STREET
AMHERST, MA 01002
PETER LAPOINTE, ARCHITECT
PH 548-9955 FAX 253-7625

NCMC Improvements

Proposed Lower Level

Project No.

09112

Cover Sheet

Date	Nov 16, 2009
Drawn by	pel
Scale	

A1.0

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Supplemental Information:

USGS topographical map or assessor's map, showing location of property:
Included in packet.

Land records: Not listed online with Northampton Assessors Office.

Zoning report:

139 South Street is a City Owned Property (Lot #32, South Street, Northampton)

Zoned URB.

Lot has 108.4 feet of frontage.

80 feet required by zoning.

Lot is 482.5 feet deep.

90 feet required by zoning.

Building height is 40 feet (pre-existing).

35 feet limit by zoning.

Open Space = 44% (pre-existing).

50% required by zoning.

Building Coverage = 8%

30% max. by zoning.

All set backs are met.

Signs are conforming and approved.

Lot is approximately 1.15 acres.

There are 32 existing parking spaces.

The pre-existing conforming use was Education (Public). The largest occupancy of the South Street School was in 1971 when there were 147 students serviced by approximately 6 full time teachers and 20 part time staff (per Nancy Lippie of the Northampton School Department).

The continued use is conforming Educational (Sectarian). Permit has been issued.

The as-of-right alterations to this building will conform in all respect to present zoning.

Zoning "Z" form and occupancy certificates have been issued. All proposed work by owner in building areas primarily occupied doing the previous use as a school. A site plan review special permit has been issued.

Inspection reports: Previous renovations to the building, parking lot retaining wall reconstruction and repaving have been inspected, approved and certificates of occupancy issued by the City of Northampton. Copies of these documents are available. Preliminary calculations indicate that that existing, recently expanded and upgraded parking is adequate and can be permitted.

21E reports and other environmental assessment reports: N/A. Site was clean when leased to NCMC for a music school.

Evidence that proposed site is free of hazardous materials or plan for remediation in place: City property records indicate that all asbestos has been removed. Any remaining lead paint areas will be properly addressed during renovations.

Mass. Historic Commission Historic inventory sheets: N/A. All work is interior.

Historic structure report: N/A.

Existing conditions report: An informal survey of the basement area has indicated that the basement area is in various states of disrepair: IE: Floor system in need of infilling and leveling, existing ceiling has multiple holes and areas that are falling down, masonry brick needs re-pointing, electric is in need of upgrading and plumbing is not usable and does not meet current standards. Space also needs insulation upgrades and window replacement for better thermal performance.

Names and addresses of project architects, contractors, and consultants:

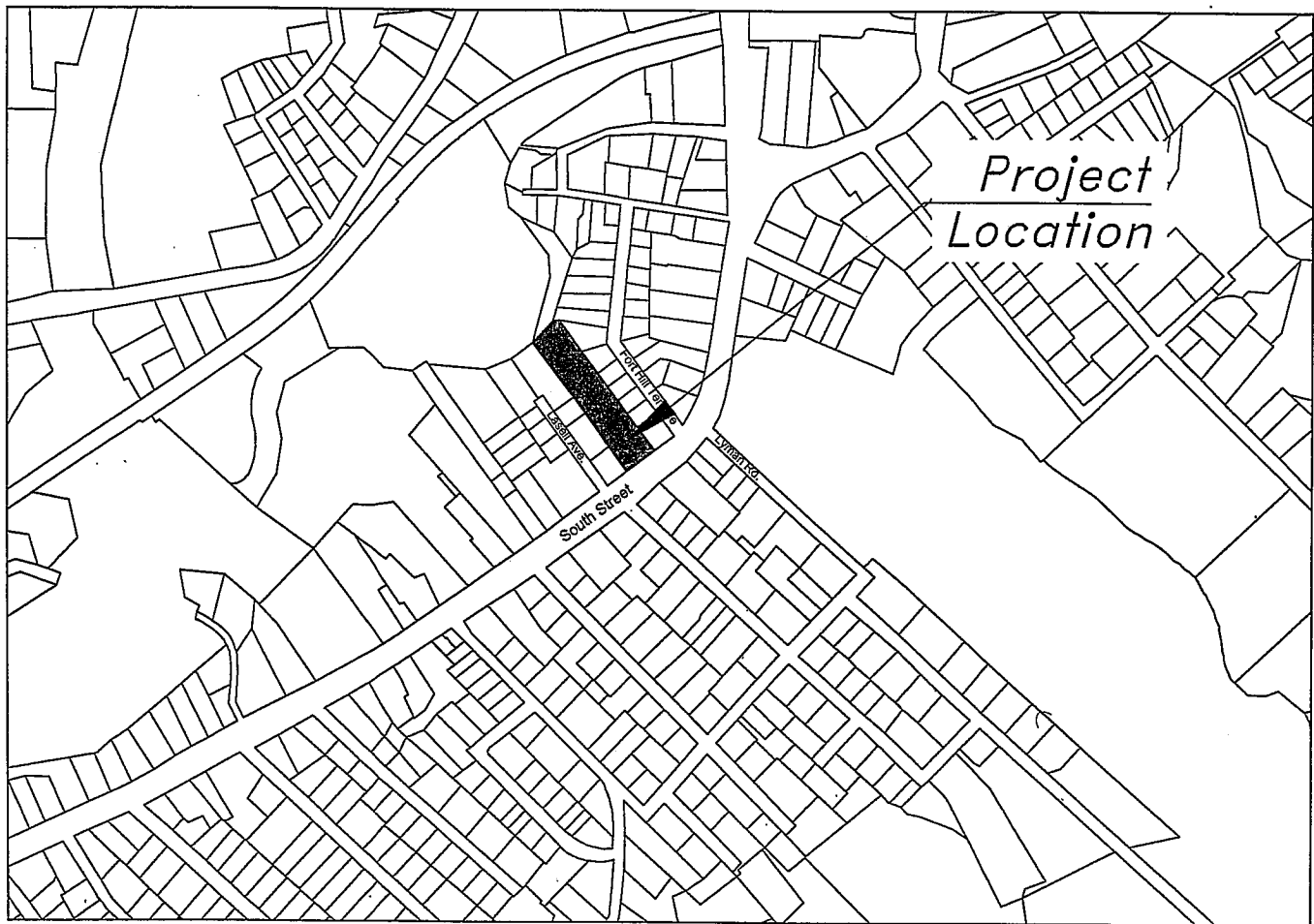
Peter Lapointe, AIA
Archimetrics Design Studio
28 North Maple Street
Florence, MA 01062

Wright Builders Inc.
48 Bates Street
Northampton, MA 01060

All work will be performed to current Massachusetts building code requirements and be controlled by the architect.

NORTHAMPTON COMMUNITY MUSIC CENTER

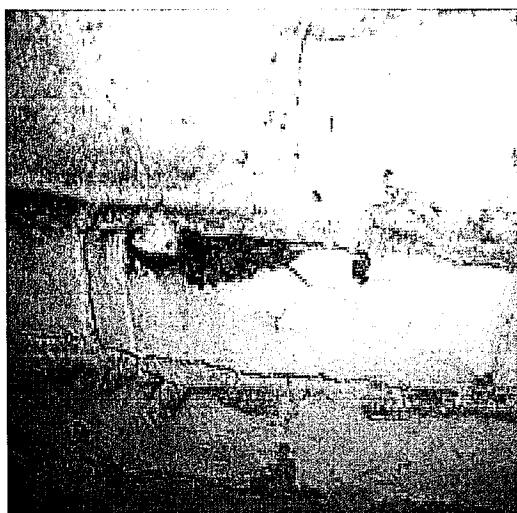
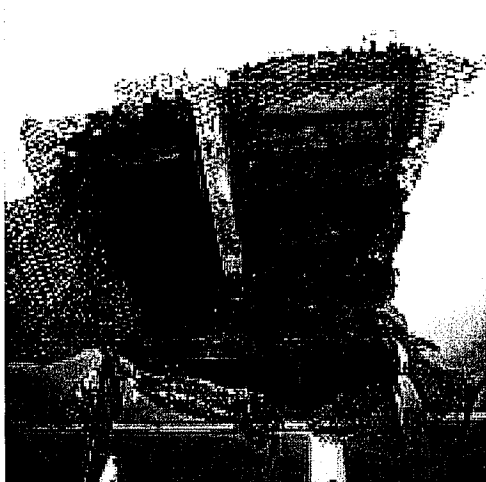
139 SOUTH STREET
NORTHAMPTON, MASSACHUSETTS



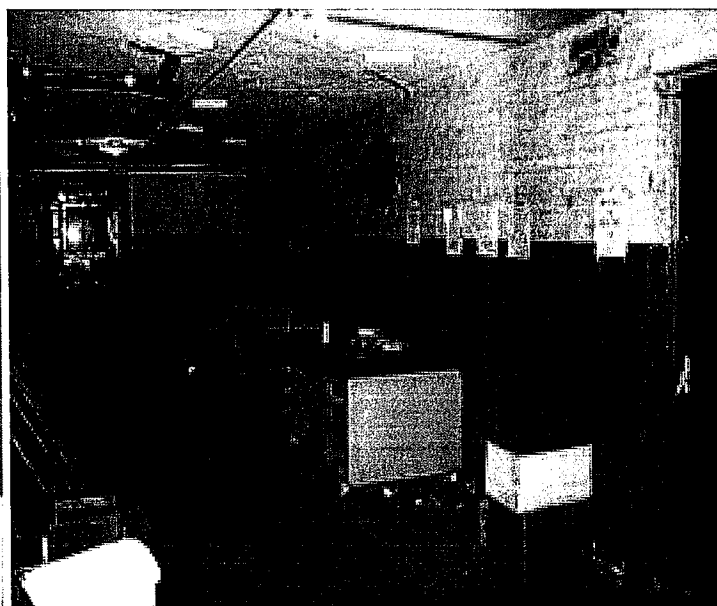
Locus Plan

NTS

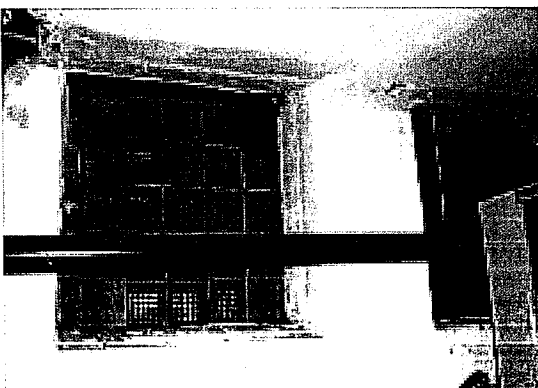
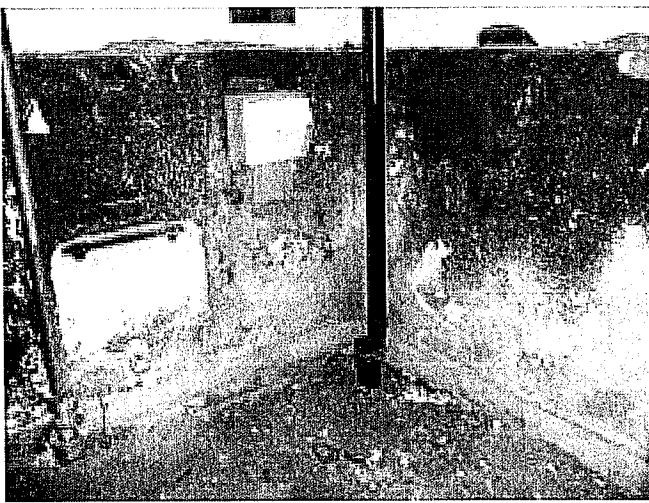
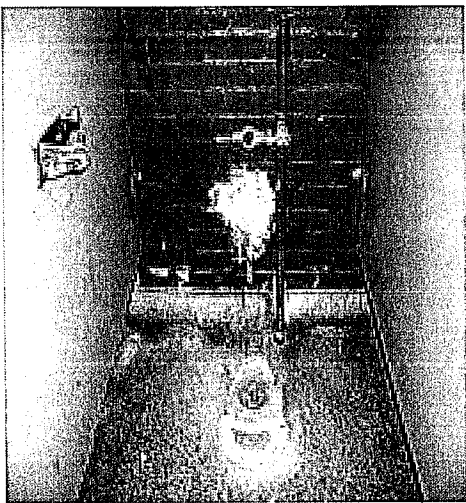
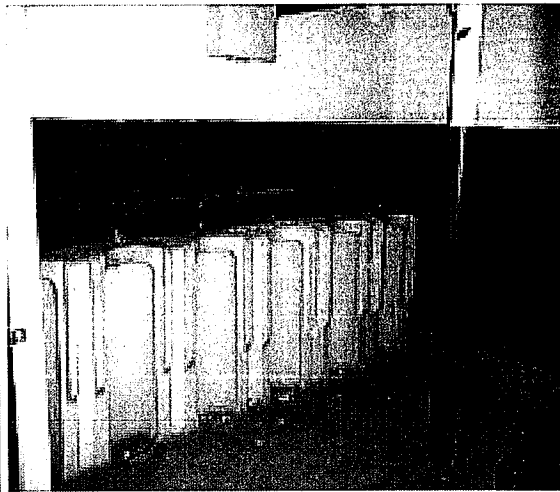
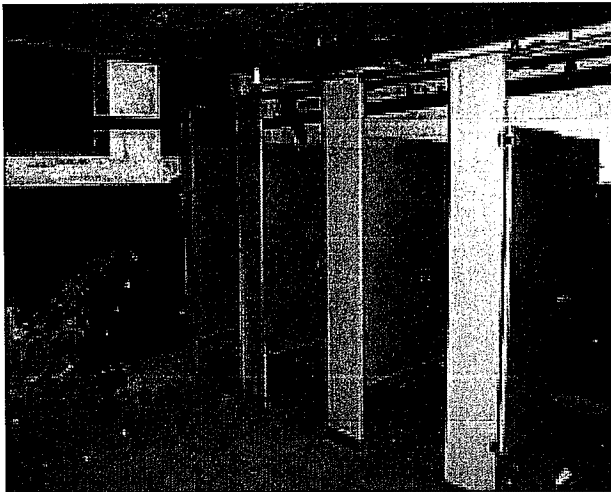
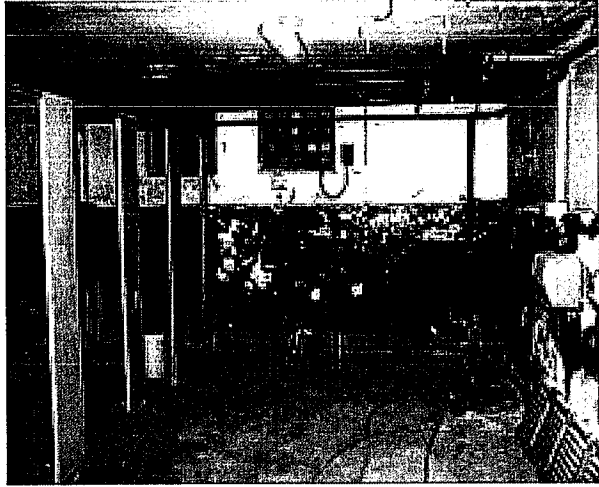
Ceilings and Walls



Two Large Main Rooms



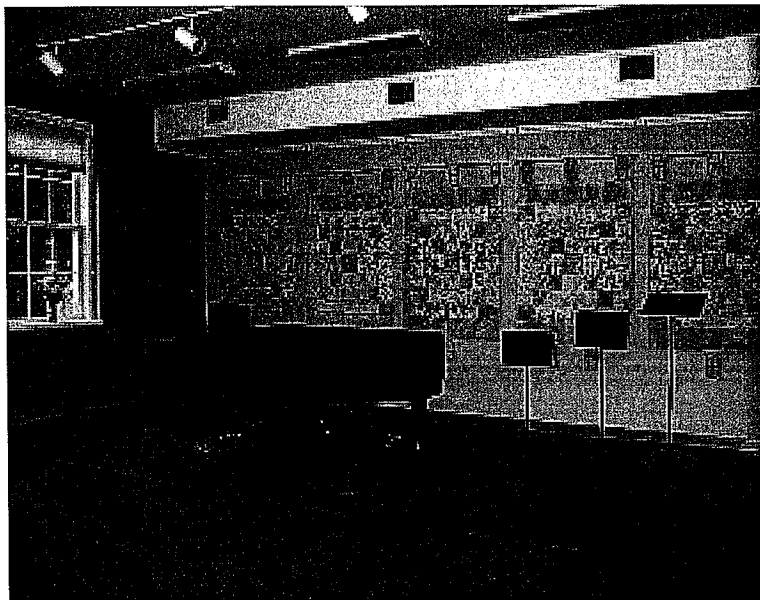
Rest Rooms



Examples Of Past Renovations



Lobby



Recital Hall



This building has been
recognized by the

Northampton Historical Commission
and is a recipient of a

Preservation Award

May 1999

City of Northampton, Ma.



LEASE FOR

THE NORTHAMPTON COMMUNITY MUSIC CENTER, INC.

139 SOUTH STREET, NORTHAMPTON, MA

Effective June 30, 2009- June 30, 2033

June 30, 2009

COPY

Lease Payment Bid Form

NORTHAMPTON COMMUNITY MUSIC CENTER, INC.
The / _____ (name of agency) bids the Lease amount of

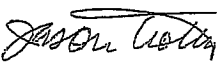
\$ 1.00 annually for a lease ending June 30, 2033 for the South Street School property located at 139 South Street, Northampton, MA.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Date May 20, 2009

Northampton Community Music
Center, Inc.

_____ Name of Bidder

By 
Name of Person Signing

139 South Street
Business Address

Northampton, MA 01060
City and State

LEASE

CITY OF NORTHAMPTON

And

The Northampton Community Music Center, Inc.

This Lease is made effective the 10 day of June, 2009 by and between the City of Northampton ("the City" or "LESSOR"), acting through its Finance Committee, hereto duly authorized, (hereinafter referred to as "the Committee") and the The Northampton Community Music Center, Inc. (hereinafter referred to as the "LESSEE.")

WHEREAS, the CITY owns space at 139 South Street suitable for operation as an educational facility; and

WHEREAS, the CITY has decided to lease said property for use as an educational facility to benefit area residents; and

NOW, THEREFORE, the parties do mutually agree as follows:

1. PARTIES.

The Lessor is the CITY OF NORTHAMPTON, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts and having a principal place of business at 210 Main Street, Northampton, Massachusetts 01060. The Lease and other documents related to the Lease shall be executed by the Committee and all notices required under this Lease shall be sent to the Committee at the foregoing address. The LESSEE shall mean The Northampton Community Music Center, Inc. of 139 South Street, Northampton, MA 01060.

All notices required under this Lease shall be sent to the LESSEE at the foregoing address to the attention of Jason Trotta, Executive Director.

2. PREMISES.

The premises leased hereunder is 139 South Street, Northampton, Massachusetts 01060 ("the demised premises").

3. TERM.

This Lease shall run from the termination of the existing lease until June 30, 2033. Lessor covenants that Lessor is seized of the demised premises in fee simple and has full right to make and enter into this lease and that Lessee shall have quiet and peaceable possession of the demised premises during the term of this lease agreement, subject to the rights of the existing Lessee.

4. RENT.

The LESSEE shall pay rent to the CITY at the rate of \$1.00 annually. Payments shall be made to the Tax Collector's Office, 212 Main Street, Northampton, Massachusetts. If the rent remains unpaid for two (2) months, at the end of the second month, the LESSEE will be deemed in default and this Lease will be considered terminable by the City. Once in default, the LESSEE shall vacate the Premises within fourteen (14) days of written notice by the CITY to quit.

5. TERMINATION.

The LESSEE may terminate this Lease by notifying the City, in writing, one year before the expected date of termination.

The CITY may terminate this Lease immediately if the LESSEE is in default as to any of the terms of this Lease. The LESSEE shall be considered in default if it has breached any term of this Lease and has failed to remedy said breach within fourteen (14) days of written notification by the CITY to the LESSEE of said breach, provided however, that termination for failure to pay rent shall be in accordance with Section 4, RENT, supra. If the LESSEE is in default, it shall vacate the Premises within fourteen (14) days of receipt of a written notice to quit from the CITY.

If the Premises, or any portion thereof, are rendered uninhabitable by reason of fire, mechanical failure, vandalism, or any other cause, for a period of one (1) month or more, either party may terminate this Lease upon written notice to the other party. No rent will be charged for any time that the Premises are completely uninhabitable. The CITY shall determine, in its sole discretion, if the Premises will be restored, repaired and/or rebuilt. The CITY shall not be liable to the LESSEE for any inconvenience, alternate rental costs, moving expenses, or any other expense which may result from the LESSEE's inability to utilize the Premises.

6. PERMITTED ACTIVITIES.

The Community Music Center may only be used for music educational purposes by a 501©(3) non-profit organization. Activities of others to be allowed on the premises shall

be outlined in the attached copy of the LESSEE'S proposal.

7. CONDITION OF PREMISES.

LESSEE is responsible for all maintenance and repairs and capital improvements so that the building and its components, along with the surrounding property, meets all applicable state and federal codes and regulations. LESSEE is responsible for the immediate repair and ongoing maintenance of the parking lot and retaining walls located on the subject property.

The LESSEE shall be responsible for the removal of trash from the premises and the surrounding site and parking lot. The LESSEE shall be responsible for the ordinary maintenance of the premises, including, but not limited to vacuuming, dusting, window washing, cleaning of blinds, cleaning of bathrooms (including all usual maintenance such as freeing of clogged drains, replacement of leaking faucets, etc.), interior painting, replacement of light bulbs and fixtures, and such minor interior repairs as are needed.

The LESSEE is responsible for the maintenance of the surrounding site including, but not limited to, mowing of grass areas, trimming of bushes, maintenance of plantings, and shoveling and sanding of sidewalks.

The LESSEE may make renovations or alterations to the Premises. The cost of all renovations or alterations shall be borne by the LESSEE, and the LESSEE shall be responsible for applying and paying for required permits. All renovations and alterations which are not intended to be portable including, but not limited to, interior walls, doors, lighting fixtures, wall to wall carpeting, etc., shall be left in place at the end of the Lease Term and shall become the property of the CITY.

The LESSEE may also landscape the Premises and install plantings at their cost. All landscaping and plantings shall become the property of the CITY.

The CITY shall have the right to inspect all renovations and alterations as part of permit requirements. The LESSEE must remove or correct any work done which is not done in accordance with approved plans and permits.

8. INDEMNIFICATION.

LESSEE shall indemnify and hold harmless the City of Northampton, its officers, agents and employees from any and all suits, actions, claims, causes of action, damages, and liability whatsoever which may occur as a result of the operation of the LESSEE's program on the premises, unless said injury or damage is the result of the negligence of the City of Northampton, its officers, agents, or employees.

9. SUBLEASING OF PREMISES.

Subleases may, at the discretion and written consent of the Finance Committee, be approved for educational purposes only. Such consent will not be unreasonably withheld, provided that the proposed sub lessee's activities are within the scope of activities set forth in the LESSEE's proposal or are approved in writing by the Finance Committee.

The form of any sublease must be approved by the CITY prior to its execution. All subleases must reference this Lease and recite that the sublease is subject to all the terms and conditions contained in this Lease, including the City's right to terminate and rights of inspection and access.

10. UTILITIES.

The LESSEE shall be responsible for all electricity, heat, water, and sewer charges and costs for the entire building.

11. INSURANCE.

The LESSEE will maintain at its own expense, if it so desires, property insurance covering its furnishings, equipment, supplies, and other personal property of itself, its employees and business invitees. No such furnishings, equipment, supplies, or other personal property shall be covered under any insurance policy maintained by the City.

The LESSEE will maintain general liability insurance in the amount of one million dollars (\$1,000,000) and will include the CITY as a named insured on said policy.

12. UPON TERMINATION.

At the end of the lease term the CITY may, at its sole discretion, retake the premises or go out for proposals for a new lease term, or sell the premises based on the following terms:

The fair market value shall be determined by three appraisals. The selling price shall be 70% of the average of the three appraisals.

Certificate by Corporation to Sign Contract

At a duly authorized meeting of the Board of Directors of the
NORTHAMPTON COMMUNITY MUSIC CENTER held on 6/17/09
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was
voted that,

JOE BLUMENTHAL
(Name)

TREASURER
(Officer)

of this company, be and he hereby is authorized to execute
contracts and bonds in the name and behalf of said company, and
affix its Corporate Seal thereto, and such execution of any
contract or obligation in this company's name on its behalf by such
TREASURER under seal of the company,
(Officer)
shall be valid and binding upon this company,

A TRUE COPY,
ATTEST:

Patricia McDermott
(Clerk)

PLACE OF BUSINESS

DATE OF THIS CONTRACT 6/19/09

I hereby certify that I am the clerk of the

NORTHAMPTON COMMUNITY MUSIC CENTER that JOE BLUMENTHAL

is the duly elected TREASURER of said
company, and the above vote has not been amended or rescinded and
remains in full force and effect as of the date of this contract.

Patricia McDermott
(Clerk)

(Corporate Seal)

Tax and Reporting Compliance Certification

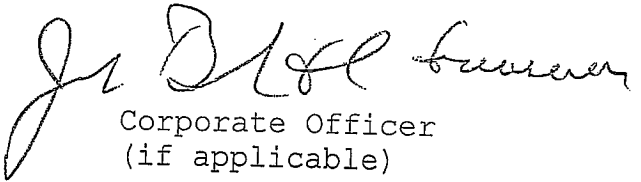
Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have, to my best knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-3428393

Social Security Number or
Federal Identification Number

NORTHAMPTON COMMUNITY MUSIC CENTER, INC.
Signature of Individual or
Corporate Name

by:


Corporate Officer
(if applicable)

Executed this 10 day of June, 2009.

LESSEE

JBH

CITY OF NORTHAMPTON

Mary Clare Higgins, Mayor

James M. Dostal
Don

Finance Committee

Approved as to Form:

Janet Sheppard, C. S.

Auditor

N/A

